



MAYOR AND COUNCIL AGENDA

NO. 9 (A) DEPT.: / City Clerk's Office

DATE: November 29, 2004

ACTION: Approval of Minutes

Meeting No. 51-04 (October 25, 2004)

Meeting No. 53-04 (November 15, 2004)

ACTION STATUS:

FOR THE MEETING OF: 12/6/04

INTRODUCED

PUB. HEARING

INSTRUCTIONS

APPROVED

EFFECTIVE

ROCKVILLE CITY CODE,

CHAPTER

SECTION

☒ **CONSENT AGENDA**

RECOMMENDATION: Approval

IMPACT: ☐ Environmental ☐ Fiscal ☐ Neighborhood ☐ Other:

BACKGROUND:

PREPARED BY:

Glenn F. Furukawa

11/29/04
Date

LIST OF ATTACHMENTS: Blue copies of minutes reflecting changes made by the Mayor and Council and the City Attorney



MAYOR AND COUNCIL AGENDA

NO. 9(6) DEPT.: Public Works / Engineering

DATE: November 30, 2004

ACTION: Authorize the City Manager to execute the appropriate documents, in a form satisfactory to the City Attorney, abandoning two (2) existing waterline easements located on the Lakewood Country Club property.

ACTION STATUS:

FOR THE MEETING OF: 12/06/04

INTRODUCED

PUB. HEARING

INSTRUCTIONS

APPROVED

EFFECTIVE

ROCKVILLE CITY CODE,

CHAPTER

SECTION

☒ **CONSENT AGENDA**

RECOMMENDATION:

Staff recommends that the Mayor and Council authorize the City Manager to execute documents, in a form satisfactory to the City Attorney, to abandon the existing waterline easements. They do not encompass the waterline so they are no longer needed. The City of Rockville is executing a new easement for the correct location.

IMPACT: ☒ Environmental ☐ Fiscal ☐ Neighborhood ☐ Other:

The existing waterline easements are no longer required by the Public Works Department and will now be protected by a new waterline easement.

BACKGROUND:

Two (2) twenty (20) foot wide Waterline Easements were established during the construction of a waterline across the property of the Lakewood Country Club. The existing easements were recorded in Liber 2392 at Folio 299 and Liber 2399 at Folio 134. A survey by Morris, Ritchie and Associates in conjunction with the renovations of Lakewood Country Club determined that the existing waterline did not lie within the existing easements. The new waterline easement will encompass the existing waterline. Please see the attached sketches showing the existing and proposed easements.

Lakewood Country Club, with the help of their attorney and their engineering firm, Morris, Ritchie and Associates, Inc. prepared the abandonment and new easement documents. The Department of Public Works approved the documents physically describing the subject area. The City Attorney has approved easement agreements. The new easement will be recorded once the old easement is abandoned.

PREPARED BY: Kyle Hanley
Kyle Hanley, Eng. Tech. IV-Environment

11/30/2004
Date

APPROVE: Eugene H. Cranor
Eugene H. Cranor, Director of Public Works

11/30/04
Date

APPROVE: Scott Ullery
Scott Ullery, City Manager

11/30/04
Date

LIST OF ATTACHMENTS:

1. Exhibit B – Sketch of easement to be abandoned and proposed easement.
2. Exhibit C – Sketch of easement to be abandoned and proposed easement.

EXHIBIT 'B'

MEAS. DATUM NORTH



NF
BOARD OF EDUCATION
L. 3466 F. 444

S 64°31'21" E T10.00'

NORTH GLEN ROAD

N 25°23'39" E 1117.28'

PARCEL 1
LAKENWOOD COUNTRY CLUB
P.B. 65 P. No. 5905

LAKENWOOD
COUNTRY CLUB, INC.
L. 6238 F. 877

CENTERLINE OF
RELOCATED 20' WATER
TRANSMISSION LINE
EASEMENT
CITY OF ROCKVILLE

N 26°12'14" E 1605.63'
(N 26°17'10" E 1606.20'
LINE OF P. No. 5905)

POINT OF
BEGINNING

EXISTING 20' WIDE
WATER TRANS. LINE R/W
CITY OF ROCKVILLE
L. 2344 F. 134
(TO BE ABANDONED)

S 68°57'53" E 786.34'

EX. BUILDING

S 69°31'20" E 344.29'

N 61°01'26" E 903.54'

MATCH LINE SHEET 2 OF 2

EX. 75 TRANS-CONTINENTAL
GAS PIPE LINE CORPORATION R/W
L. 1346 F. 375

NOTE:

RELOCATION OF THE EASEMENT AND RIGHT OF WAY
IS BASED ON AN ALIGNMENT ESTABLISHED FROM THE
FIELD LOCATION BY MRA, INC. OF FLASS & MARKERS
SET BY OTHERS DEFINING THE LOCATION OF THE
UNDERGROUND PIPE LINE.

BEARINGS AND DISTANCES



LAKENWOOD
COUNTRY CLUB, INC.
L. 6238 F. 877

①



N/F
BOARD OF
EDUCATION
L. 3466 F. 444

LAKENWOOD
COUNTRY CLUB, INC.
L. 6238 F. 877

EXISTING 20' WIDE
WATER TRANS. LINE R/W
CITY OF ROCKVILLE
L. 2349 F. 134
(TO BE ABANDONED)

S 73°24'20" E
131.38'

N 61°01'26" E 403.54'

MATCH LINE SHEET 1 OF 2

LINDLEY TERRACE

FLAT 16 - ROCKSHIRE
P.N.O. 10468
N 60°45'13" E 872.44'

WEST RITCHIE
PARKWAY

A=170.02'
R=640.00'

S 48°51'22" W
152.54'

(5TH OR N 04°24'11" W 230.84'
LINE OF L. 4768 F. 288)

CENTERLINE OF
RELOCATED 20' WATER
TRANSMISSION LINE
EASEMENT
CITY OF ROCKVILLE

LAKENWOOD
COUNTRY CLUB, INC.
L. 4768 F. 288

PARCEL A
CARTER-LAKENWOOD
P.B. 100 P. No. 11311

FAIRWOOD COURT

PARCEL 1
LAKENWOOD COUNTRY CLUB
P.B. 65 P.No. 5905

LAKENWOOD
COUNTRY CLUB, INC.
L. 6238 F. 877

LAKENWOOD
COUNTRY CLUB, INC.
L. 3209 F. 501

NOTE:

RELOCATION OF THE EASEMENT AND RIGHT OF WAY
IS BASED ON AN ALIGNMENT ESTABLISHED FROM THE
FIELD LOCATION BY MRA, INC. OF FLAGS & MARKERS
SET BY OTHERS DEFINING THE LOCATION OF THE
UNDERGROUND PIPE LINE.

BEARINGS AND DISTANCES ALONG PROPERTY LINES





MAYOR AND COUNCIL AGENDA

NO. 9 (C)

DEPT.: Public Works / Motor Vehicle Maintenance

DATE: November 30, 2004

ACTION: Award Bid No. 001IT815417

TO: Miller Brothers Automotive

OF: Baltimore, MD

AMOUNT: \$147,353.00

FOR: Seven (7) 2005 Ford Police-Packaged Crown
Victoria Police Cruisers

ACTION STATUS:

FOR THE MEETING OF: 12/06/04

INTRODUCED

PUB. HEARING

INSTRUCTIONS

APPROVED

EFFECTIVE

ROCKVILLE CITY CODE:

CHAPTER

SECTION

☒ CONSENT AGENDA

RECOMMENDATION:

Staff recommends the award of Bid No. 001IT815417 to Miller Brothers Automotive of Baltimore, MD for seven (7) police-packaged Crown Victoria police cruisers for a total purchase price of \$147,353.00.

IMPACT: ☐ Environmental ☒ Fiscal ☐ Neighborhood ☒ Other: FLEET

Funding for these units will be provided from the City Vehicles CIP account #420-850-1E01-0424 in the Capital Projects Fund.

BACKGROUND:

Bid Distribution: Not applicable.

Bid Received: Not applicable.

Notes on Bid: This is a rider bid, which is in conjunction with a lead jurisdiction through the Metropolitan Area Government Rider Clause. The State of Maryland has awarded a police sedan bid (#001IT815417) to Miller Brothers Automotive of Baltimore, MD for supplying 2005 full-size, rear wheel drive, four door police packaged identified and unidentified sedans.

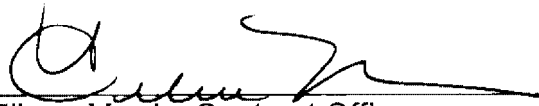
Current Vendor/Contractor Cost: The price for a model year 2005 Ford police-packaged Crown Victoria meeting our specifications is varied based on option requested. Four (4) units have a unit price of \$21,108, two (2) units \$20,992, and one unit \$20,827. The average 2004 unit cost was \$20,758. An addition cost of \$110 was included for the purchase of shop maintenance manuals.

Project Description: The purchase of seven (7) police vehicles is in accordance with the Vehicle and Equipment Replacement Schedule. Six of these units will replace six of the oldest and/or worst-condition units in the Police fleet. The seventh unit is an addition to the fleet, which was approved by the Mayor and Council for the Personal Patrol Vehicle (PPV) Three-Year Program (3/3).

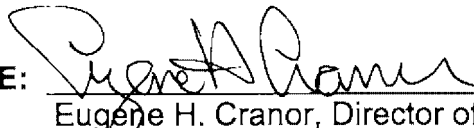
Reference: Miller Brothers Automotive has provided vehicles in the past meeting all City standards.

PREPARED BY: Patrick Stroud
Patrick Stroud


11/30/2004
Date

CONCUR: 
Eileen Morris, Contract Officer

11/30/04
Date

APPROVE: 
Eugene H. Cranor, Director of Public Works

11/30/04
Date

APPROVE: 
Scott Ullery, City Manager

11/30/04
Date

LIST OF ATTACHMENTS:

None



MAYOR AND COUNCIL AGENDA

NO. 9(11) DEPT.: Public Works / Engineering

DATE: November 23, 2004

ACTION: Approval to increase Contract #50-03
TO: Various Firms
AMOUNT: An additional amount not to exceed \$800,000
FOR: Engineering and Architectural Services on an as-needed basis

ACTION STATUS:
FOR THE MEETING OF: 12/06/04
INTRODUCED
PUB. HEARING
INSTRUCTIONS
APPROVED
EFFECTIVE
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CHAPTER
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RECOMMENDATION:

Staff recommends that the Mayor and Council increase the authorization limit on Contract #50-03, a requirements contract, by an additional amount not to exceed \$800,000 for various engineering and architectural services on an as-needed basis for the period through June 30, 2005 and the two remaining one-year option periods, subject to funding.

IMPACT: ☐ Environmental ☒ Fiscal ☐ Neighborhood ☐ Other:

Funds are available in various Public Works, Recreation and Parks, and Community Planning and Development Services budgets including:

420-850-7A31-0425, 330-850-2G59-0425, 420-850-8A41-0425, 420-850-7F11-0425, 420-850-8H11-0425, 210-850-9H34-0425, 110-850-0201-0201, 220-850-3E45-0425, 210-850-9F34-0425, 220-850-5C34-0425, 220-850-4C34-0425, 420-850-5B71-0425, 420-600-0A80-0425.

BACKGROUND:

Staff is requesting to increase the contract limit by an additional \$800,000. The initial limit of \$500,000 for FY 2005 has already been expended. This contract has been used extensively and staff estimates \$800,000 to be the level needed for the remainder of FY 2005. The \$800,000 represents the consolidated funding requirements already included in the adopted budgets of the accounts listed in the impact section. The use of this contract saves money and staff time by avoiding the bid and approval process for each project.

In response to RFP #50-03, the City received proposals on the following groups: Group 1 – Architectural, Group 2 – Mechanical, Electrical, Plumbing Engineering, Group 3 – Civil Engineering, Group 4 – Environmental Engineering, Group 5 – Construction Support Services, Group 6 – Geotechnical Engineering and Soil Scientists Services, Group 7 – Traffic Engineering Services,

Group 8 – Landscape Architect, Group 9 – Surveying Services, Group 10 – Water Distribution System Analysis, Group 11 – Sewer System Analysis, Group 12 – Structural Engineering Services, Group 13 – Environmental Restoration Services and Group 14 – Noise Control Engineering.

Three top ranked firms were selected for each group with the exception of Group 3. A fourth firm was included in that group because of the anticipated high demand for civil engineering services which may exceed the capacity at times of three firms. The firms under contract for each group are as follows:

Group 1 – Architectural

1. Wheeler, Goodman, Masek, Annapolis, MD 21401
2. Proffitt & Pryor, Frederick, MD 21701
3. Group Goetz Architects, Washington, DC 20036

Group 2 – Mechanical, Electrical, Plumbing Engineering

1. Greeman, Pedersen, Inc., Rockville, MD 20852
2. Johnson, Mirmiran & Thompson, Sparks, MD 21152
3. Gipe Associates, Inc., Baltimore, MD 21286

Group 3 – Civil Engineering

1. Charles P. Johnson, Silver Spring, MD 20903
2. KCI Technologies, Inc., Hunt Valley, MD 21030
3. RJM Engineering, Inc., Columbia, MD 21045
4. APEX Environment, Rockville, MD 20855

Group 4 – Environmental Engineering

1. Engineering Consulting Services, Frederick, MD 21704
2. KCI Technologies, Inc., Hunt Valley, MD 21030
3. Tidewater Inc., Columbia, MD 21045

Group 5 – Construction Support Services

1. Wallace Montgomery Associates, Towson, MD 21204
2. KCI Technologies, Inc., Hunt Valley, MD 21030
3. A. Morton Thomas, Rockville, MD 20852

Group 6 – Geotechnical Engineering and Soil Scientists Services

1. Engineering Consulting Services, Frederick, MD 21704
2. Schnabel Engineering, Gaithersburg, MD 20878
3. KCI Technologies, Inc., Hunt Valley, MD 21030

Group 7 – Traffic Engineering Services

1. SMI-SG, Silver Spring, MD 20910
2. Sabra Wang Associates, Inc., Baltimore, MD 21227
3. Brudis & Associates, Inc., Columbia, MD 21045

Group 8 – Landscape Architect

1. Slater Associates, Inc., Columbia, MD 21044
2. Johnson, Mirmiran & Thompson, Sparks, MD 21152
3. APEX Environmental, Rockville, MD 20855

Group 9 – Surveying Services

1. Charles P. Johnson & Associates, Silver Spring, MD 20903
2. Maddox Engineers & Surveyors, Rockville, MD 20850
3. Johnson, Mirmiran & Thompson, Sparks, MD 21152

Group 10 – Water Distribution System Analysis

1. Chester Engineers, Gaithersburg, MD 20879
2. KCI Technologies, Inc., Hunt Valley, MD 21030
3. Severn Trent Services, Towson, MD 21204

Group 11 – Sewer System Analysis

1. KCI Technologies, Inc., Hunt Valley, MD 21030
2. URS, Baltimore, MD 21201
3. Wallace Montgomery Associates, Towson, MD 21204

Group 12 – Structural Engineering Services

1. RJM Engineering, Inc., Columbia, MD 21045
2. STV Incorporated, Baltimore, MD 21244
3. Johnson, Mirmiran & Thompson, Sparks, MD 21152

Group 13 – Environmental Restoration Services

1. Biohabitats, Inc., Timonium, MD 21093
2. Johnson, Mirmiran & Thompson, Sparks, MD 21152
3. URS Corporation, Gaithersburg, MD 20878

Group 14 – Noise Control Engineering

1. Rummel, Klepper and Kahl, Baltimore, MD 21217
2. Wallace Montgomery Associates, Towson, MD 21204
3. Staiano Engineering, Inc., Rockville, MD 20850

Project Description:

The Departments of Public Works (PW), Recreation and Parks (R&P), and Community Planning and Development Services (CPDS) have ongoing requirements in the fourteen groups listed above. These Departments have successfully used contract #50-03 to shorten the time it takes to begin design on CIP Projects, as well as to shorten response time on smaller projects that are typically initiated by citizen requests. Construction management services, secured through contract #50-03, have been widely utilized by staff for both CIP Projects and development projects. Additionally, the services will be used to support development plan review in specialty areas such as traffic studies,

geotechnical engineering, landscape architecture, or water distribution engineering analysis. Some of the projects that have utilized contract #50-03 include: City-wide Noise Study; Town Center Capacity Study; Signal Warrant Studies; Southlawn Water and Sewer Study; Adclare Water Main; Rockcrest Stream Restoration; Construction Management Services; Water Distribution System Analysis (Lincoln Terrace, West End, Town Center); and Town Square Construction Management Services. During the remainder of FY 2005, some Public Works CIP projects that may be pursued include the following: Drainage Improvements (at Longwood Drive and Pinewood Drive), Evans Street – Sewer Improvements, Horners Pump Station Upgrade, Water Pump – Glen Mill Road, and Woodley Gardens – Stream.

When staff first brought this contract to the Mayor and Council on October 27, 2003, the Mayor and Council requested that they be notified of single projects exceeding \$100,000. It is expected that the Woodley Gardens design contract will fall into this category and will, therefore, be presented at a later date as part of the City Manager's correspondence packet.

PREPARED BY: John Scabis

John Scabis, Civil Engineer II-Environment

12/1/2004

Date

CONCUR:

Eileen Morris
Eileen Morris, Contract Officer

12/1/2004
Date

APPROVE:

Susan T. Straus
Susan T. Straus, Chief Engineer/Environment

12/01/04
Date

APPROVE:

Eugene H. Cranor
Eugene H. Cranor, Director of Public Works

12/01/04
Date

APPROVE:

Scott Ullery
Scott Ullery, City Manager

12/01/04
Date

LIST OF ATTACHMENTS:

None



MAYOR AND COUNCIL AGENDA

NO. 9(E)

DEPT.: Recreation and Parks

DATE: December 1, 2004

ACTION: Adoption- Update of the Master Plan for the Art in Public Places Program (2005 - 2010)

ACTION STATUS:
FOR THE MEETING OF: 12/6/04
INTRODUCED
PUB. HEARING
INSTRUCTIONS
APPROVED
EFFECTIVE
ROCKVILLE CITY CODE,
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☒ **CONSENT AGENDA**

RECOMMENDATION: The Cultural Arts Commission and City staff recommend the adoption of the Update of the Master Plan for the Art in Public Places Program (2005-2010).

IMPACT: ☐ Environmental ☐ Fiscal ☐ Neighborhood ☒ Other:

Other: This six-year plan is a working document that is flexible and incorporates valuable experience and information from the successful implementation of this public art program for eighteen years.

BACKGROUND: The Cultural Arts Commission has been working on the fourth update of the Master Plan for the Art in Public Places Program (2005-2010) during the past six months. The Commission made minor changes to the previous plan but incorporated language consistent with the Master Plan for the Arts (2002-2008); the Art in Private Development Ordinance; and the Rockville Town Center Recommendations for Arts and Arts-Related Activities. At their June 9th meeting, the Cultural Arts Commission voted unanimously to recommend adoption of the updated Master Plan. The Commission proudly presents the Master Plan for the Art in Public Places Program (2005-2010) to the Mayor and Council for their review and comment.

This fourth six-year master plan for all public art projects in the City of Rockville contains information and recommendations substantially similar to those contained in the third six-year plan. Continued emphasis is recommended on the following items:

- * In consideration of the City's plan to revitalize Town Center, the Cultural Arts Commission is an active and integral participant in private and public development.
- * The City relies on citizen input and also benefits from outside professional advice given by art experts from the inception of any selection process.
- * A Cultural Arts Commission representative will serve as the chairperson of the artist nomination

committee.

* The City should continue to encourage public-private partnerships.

John Moser presented the Master Plan for the Art in Public Places Program (2005-2010) to the Mayor and Council at their November 1st General Session. Mayor Larry Giammo and Councilmember Susan Hoffmann commented on the addition of a statement regarding Rockville's diversity and history. John Moser assured the Mayor and Council that he would present a statement to the Cultural Arts Commission at their November 10th meeting for their recommendation. At their meeting, the Cultural Arts Commission unanimously recommended the following statement to be included in the "Statement of Objectives and Values" section of the master plan: "Our public arts portfolio should mirror our community's history and reflect our cultural commonality, as well as our ethnic diversity. Rockville's arts holding should be reflective of the City—its past, present and future."

PREPARED BY:

Betty Wisda
Betty Wisda, Arts Programs Supervisor

12/1/04
Date

APPROVE:

Burt Hall
Burt Hall, Director of Recreation and Parks

12.1.04
Date

Scott Ullery
Scott Ullery, City Manager

12/2/04
Date

LIST OF ATTACHMENTS:

Master Plan for the Art in Public Places Program (2005-2010)

John Moser's Letter

**CULTURAL ARTS COMMISSION
CITY OF ROCKVILLE**

29 June 2004

Mayor and Council
City of Rockville
City Hall
Rockville, MD 20850

Ladies and Gentlemen:

Attached please find our proposed revision of the 2005-2010 Arts in Public Places (AIPP) Master Plan for Rockville. It has been reviewed and unanimously approved by the Cultural Arts Commission.

Some of our proposed modifications are relatively minor, but most importantly, the document takes into consideration the Rockville Town Center project and its impact on our very successful AIPP program.

It was my pleasure to work with Commissioners Linda Dominic, Ken Lechter, Greg Manougian and George Northway to bring this revision/update project to fruition. We were immeasurably aided in our endeavors by Betty Wisda and Kathleen Moran, our most capable assigned City Staffers.

The proposed plan reflects the needs of Rockville over these exciting years and the Commission fully recommends your earliest approval.

Respectfully yours,



John Moser
Chair

City of Rockville Master Plan for the Art in Public Places Program

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PREFACE

This is the fourth six-year Master Plan for the Art in Public Places (AIPP) program. Much of what was learned over the first eighteen years of implementing the program has been incorporated into this Master Plan to create a more comprehensive, yet still flexible, working document. In addition, this plan has been revised to be consistent with prior AIPP plans and the *Master Plan for the Arts*.

Included in this plan are statements on Legislative Authorities, Administrative Structure, Unsolicited Proposals for Art Projects, as well as, a Site Selection and Selection Process, which reflect present program objectives, and the ongoing desire for community input and involvement.

Other AIPP program issues addressed include Accession, Deaccession, Donations of Artwork, Financial Donations, Public Education, support for collaborations and public private partnerships to facilitate arts projects in Rockville, and arts related issues arising out of Ordinance 3-04 Publicly Accessible Art in Private Development, and the Rockville Town Center Recommendations for the Arts and Arts Related Activities, a report prepared by Lee and Associates, Inc.

The Appendix pages present historical data on the AIPP program as well as supplemental information.

STATEMENT OF OBJECTIVES & VALUES

It is the stated public policy of the City of Rockville to nurture and expand its citizens' educational experience with the visual arts, to enhance the community's uniqueness in Montgomery County and the Metropolitan Washington Area, and to augment the regional and national perception of Rockville as a leader in civic cultural achievements.

A prominent aspect of the City's implementation of this policy is the acquisition and/or commissioning of artwork of the highest quality for display, as an expression of our times, in spaces accessible to the citizens as they live, work, and play. Our public arts portfolio should mirror our community's history and reflect our cultural commonality, as well as our ethnic diversity. Rockville's arts holding should be reflective of the City – its past, present and future.

Rockville citizens and businesses have provided support to arts efforts for many years. The continued commitment to nurture and expand citizens' experiences through visual, performing, and literary arts offerings has maintained many ongoing programs and permitted the development of new ones.

It is also the intent of this AIPP plan to promote the general welfare by requiring and encouraging the use and incorporation of works of publicly accessible art in private development in order to preserve and enrich the character and environment of the community, improve the quality of life for those within the City, ameliorate the harshness of increased urbanization , and foster the economic vitality of the community.

Currently, Rockville's visual arts offerings include permanent and temporary art projects through the Art in Public Places program; Rockville Arts Place, a public-private regional art center; the Glenview Mansion Art Gallery, with monthly juried exhibits; an ongoing relationship with the Rockville Art League; as well as other programs.

Under the aegis of the City's Cultural Arts Commission (CAC), this fourth master plan has been developed for the Art in Public Places program. Pursuant to prior master plans, visual arts will remain the priority for art projects supported via the AIPP program with the objective of contributing to Rockville's image as an exciting, pleasant, and desirable place to live and work, as well as to its cultural enrichment. Under this AIPP master plan, other disciplines such as the performing, literary arts in addition to the visual arts will be considered for commissioning, acquisition, and/or financial support via the AIPP program.

The amount of funding of "Incorporation of Works of Art in Public Architecture" is legislatively determined; the rate for "Works of Art In Public Places" is approved annually by the Mayor and Council. These funding sources will not be used for purposes other than as defined in corresponding ordinances and governing policies.

AIPP projects may also be implemented with funds provided through Ordinance 3-04 requiring Publicly Accessible Art in Private Development and/or other private donations.

LEGISLATIVE AUTHORITIES

The City of Rockville's Art in Public Places Master Plan derives its authority from:

- (1) "Incorporation of Works of Art in Public Architecture," Ordinance #30-78, adopted September 18, 1978.
- (2) "Works of Art in Public Places," Recreation and Leisure Time Project R-1 of the FY Capital Improvements Project (CIP), approved annually since 1979. (Funding has been provided at a \$1.00 per capita rate 1979- to present.)

These authorities constitute the bulk of the funding sources for all activities covered under the Art In Public Places Master Plan. The Mayor and Council may initiate changes themselves or consider extending or amending these authorities at the request of the Cultural Arts Commission.

SOURCES OF FUNDING

The AIPP program is administered through a master plan that remains flexible regarding its funding ability to:

- Independently support a project through only AIPP funds in the City's Capital Improvement Project budget.
- Work in conjunction with one percent in public architecture project funds (AIPA Ordinance 30-78).
- Work in conjunction with other private funding sources (partnerships and/or donations).
- Implement a project through a straight private donation.

The Art In Public Places (AIPP) program within the CIP provides funding for specific projects based on revenues from the per capita rate approved annually by the Mayor and Council. AIPP projects and budgets are identified in the six-year CIP. Final approval of all proposed projects and their funding level is made by the Mayor and Council one year at a time as a part of the fiscal budget. Unawarded designated AIPP funding is carried over on a continuing basis from year to year.

The "Incorporation of Works of Art in Public Architecture" (AIPA) ordinance provides the vehicle and (at least a portion of) funding for a variety of projects. According to the language of the ordinance, general CIP projects are selected to include art funding as follows:

"The construction projects appropriate to the One Percent Art in Public Architecture program are selected from capital projects to construct or remodel any building, park, bridge, parking facility, above-ground structure, or any portion thereof, to be located within the city limits. The City Manager shall make determination as to the applicability and/or implementation of this ordinance to the specific CIP projects."

As defined in the ordinance, AIPA artworks may include, but are not limited to: "paintings, sculptures, engravings, carvings, frescoes, mobiles, murals, collages, mosaics, statues, bas-reliefs, tapestries, photographs, drawings, stained glass, fountains, or other artworks for exterior and interior sites. The term shall not include landscaping, or the choice or use of materials in the architecture."

In an ongoing effort to standardize the annual process to incorporate one percent in public architecture (AIPA) projects into the CIP, the following processes are generally adhered to:

1. CIP projects that are appropriate as AIPA projects are recommended each year for inclusion in the new CIP by the Arts Division of the Department of Recreation and Parks. The list of projects notes all previously approved AIPA projects and presents new projects for consideration.
2. This list of projects for the CIP is submitted to the City Manager for review and approval to ensure that new projects comply with the AIPA ordinance.
3. The list of approved projects is presented to the Cultural Arts Commission for comment and/or recommendation.
4. The Budget Office incorporates into the CIP notation of, and funding for, all newly-approved and restated AIPA projects for the CIP. Coordination with the Cultural Arts Commission will be noted for all art projects.
5. One percent funds from the City of Rockville's Art in Public Architecture ordinance unused on specific projects shall be cumulative and be made available for other high priority projects at a later date.

ADMINISTRATIVE STRUCTURE

The AIPP program is administered through the Arts Division of the Recreation and Parks Department in conjunction with the Cultural Arts Commission. * Within the Arts Division, the Arts Programs Supervisor and Arts Programs Specialist administer the AIPP program under the direct supervision of the Superintendent of Recreation, Director of Recreation and Parks, and

City Manager. The CAC, pursuant to the "Laws of Rockville," is an eleven-member appointed volunteer citizens' commission that serves as an advisory board to the Mayor and Council. The CAC assumes responsibilities as noted in the site selection and artist nomination selection processes, along with any general oversight issues/concerns involving the AIPP program as a whole or in part. The Mayor and Council approve all AIPP policy decisions, spending authority, and final award of commissions.

* The City may retain an Art Consultant as needed.

AIPP PROGRAM GOALS

Each individual art project budget, whether it be AIPP, AIPA, a private donation or any combination, will be determined based on the funding sources being used and the objectives of the project. All projects will have all-inclusive budgets for any awarded commission, with no in-kind supplemental funding by the City. The responsibility to complete the project within budget rests solely with the commissioned artist.

AIPP art project competitions will encourage both emerging and established artists to submit applications. "Calls for Entries" are advertised in local and regional newspapers and/or distributed by direct mail to the maintained AIPP artist mailing list, local art schools, art galleries, and other appropriate sources.

It is the goal of the Art in Public Places program, as well as the AIPA, that the artist work in a collaborative manner whenever possible with any designers or contractors working at the project site.

Safety is to be an important consideration in the selection of all AIPP projects. Safety and preservation of the general welfare of the community will always be of utmost importance in any AIPP project and will be achieved through open communication among the artist, the City staff, and community representatives.

SITE SELECTION

Under this Art in Public Places Master Plan, sites included in previous master plans may continue to be selected or deleted. The AIPP, however, is not limited to this list; the CAC may make additional site recommendations to the Mayor and Council as opportunities develop throughout the community. Approval from the Mayor and Council must be obtained for each potential project site. Consideration as to how the site is used, how often, and by whom will be important elements in the site selection.

Rockville has built a formidable reputation for its strength in the arts. Based on the past accomplishments of the AIPP program and other art programs in the community, the following list presents the areas of focus for the AIPP program. Areas of focus shall be:

HIGHEST PRIORITY:

Town Center - In consideration of the City's plan to revitalize Town Center, the Cultural Arts Commission is an active and integral participant in private and public development. Key art sites within Town Center should continue to be established. The CAC desires and is available to serve in an advisory role for private and public projects in Town Center. The private sector should be involved in the process developed for any Town Center AIPP project.

The City's support in re-establishing Rockville Arts Place in the Town Center area is only one step towards creating an artistic environment. Support to further actions that create Town Center as a show place for public art should continue to take place. Many types of art forms should be considered and incorporated into the environment. By establishing a focus for the arts within this Town Center boundary, public art is becoming a symbolic civic statement and an important part of Rockville's revitalization process.

For any AIPP project, but especially Town Center sites, the City must be aware of, and remain sensitive to, all areas of land under the aegis of Montgomery County, which abut or are contiguous to any AIPP site. Rockville will coordinate AIPP projects at such sites with appropriate Montgomery County officials.

OTHER AREAS OF FOCUS INCLUDE:

The following are not presented in a priority order.

Metro Stations - Placement of art at Metro stations will be done in conjunction with WMATA through matching funds; both the Rockville Station and the Twinbrook Station are important sites.

Parks - Neighborhood parks should remain a priority focus for art, especially the parks that are most frequently used and that offer good visibility and easy access.

Neighborhood Sites - Artwork to be placed at key locations within neighborhoods - example: crossroads, shopping areas, rotaries, entrances to subdivisions, etc.

Performing, Literary and Other Multi-disciplined Arts - Pursuant to the *Master Plan for the Arts 2002-2008*, the scope of innovative arts projects, enhancements, and experiences the City of Rockville may facilitate is not intended to be restrictive. It is recognized that the artistic excellence and over all benefit to the community from any given project must remain the driving criteria when establishing an AIPP project.

Newly Annexed Properties - annexed additions to the City of Rockville are recognized to be an important area of focus for immediate as well as for the long-range development of the City. The CAC must remain aware of all private and public development plans within any newly annexed properties in order to establish the most effective AIPP projects.

See Appendix for list of all projects completed prior to and under the first, second and third master plans.

SELECTION PROCESS

In the selection process established for its AIPP program, the City of Rockville relies on citizen input and also benefits from outside professional advice given by art experts from the inception of any process. The City realizes that it is important that artists be encouraged to meet and interact with the community so that their work is not created in a vacuum, but is responsive to a particular neighborhood as well as to a specific site. By increasing community and business participation and interest, it is hoped that the works of art being installed and created for Rockville will, in the long term contribute to the general sense of belonging and pride Rockville's citizens have in their city. Both temporary and permanent art projects must facilitate a shared experience that reflects the diversity and vitality of Rockville.

The validity and success of the AIPP program is largely based on the nature and quality of the process and the people involved in the selection of commissioned works of art. In any of the selection processes outlined below, the City relies on the expertise of a panel combining both community representatives and art professionals.

- The community representatives' role is to provide knowledge about the attitudes, hopes, and concerns of the citizens of Rockville.
- The art professionals' role is to provide art expertise and guidance in the related fields and public art.

Any one of three types of selection processes may be used, based on a particular site or situation. Options include a Full & Open Competition, a Limited, Invitational Competition, or a Direct Invitation. The Arts Division staff makes a recommendation as to which selection process is most appropriate for a particular project. The CAC must review and concur with this recommendation.

Art Projects Selection Process Options:

Regardless of the scope of the art discipline (i.e. - visual, performing, literary, other) for an AIPP project, it is important that the City of Rockville implement a fair, effective, and efficient selection process. The following selection options serve as the basis for establishing guidelines for selection for any AIPP art project.

1. FULL & OPEN COMPETITION: This is the most widely used and most equitable process. It solicits for artists' participation nationwide, with emphasis on regional and emerging artists.

- a. An artist nomination committee is established and is typically composed of:
 - Three local/regional art professionals (i.e., museum curators, designers, artists)
 - Two Cultural Arts commissioners (one of which will serve as chair/facilitator of the committee).
 - Two representatives of the neighborhood and/or user group site where the public art is to be located.

A representative of the Mayor and Council is welcome to serve on this committee and/or to participate at any stage of the process. A CAC representative will serve as the chairperson /facilitator of the artist nomination committee. City staff provides administrative and advisory support to the committee. Meetings are open to the public.

- b. The artist nomination committee visits the selected sites and/or reviews scope of project and surrounding neighborhoods, evaluating the opportunities and limitations of each project site and developing guidelines as to possible locations/use for the artwork(s) within the site, possible materials, appropriate scale, etc. These guidelines must be kept flexible, so as to not limit possibilities and to promote the artist's creativity.

- c. From the information gathered at the site meeting, the staff prepares a "Call For Entry," which advertises the competition and invites artists to participate. Key elements for each "Call for Entry" include but are not limited to establishing: location, media, budget, calendar/schedule for project, scope/theme, administrative and insurance

responsibilities, requested materials (i.e. slides for visual artists, video for performing, published works for literary, and written materials to establish previous experience) sent by the artists are received by staff and organized for presentation to the artist nomination committee at a second meeting.

d. At this second meeting, to which all interested neighborhood residents/site-users are invited, the artist nomination committee reviews the requested materials submitted and selects finalists for the project. Each finalist is given an honorarium to prepare a proposal (to include the project's concept, design or scope of shared experience, maquettes if appropriate and a detailed budget) for an artwork for a particular site. Artists are encouraged to visit the site and are given the opportunity to meet with representatives of the artist nomination committee and the staff to gather as much information as possible for the project.

e. At a third artist nomination committee meeting, each finalist makes a presentation of his or her proposal. The public also is invited to this meeting. The artist nomination committee has the opportunity to ask questions and to review, compare, and discuss the different aesthetic solutions presented by each artist.

f. The artist nomination committee then formulates a recommendation to be forwarded to the CAC.

g. The CAC, after review and discussion of the artist nomination committee's recommendation, formulates its own recommendation for the project. All recommendations are forwarded to the Mayor and Council for final action (i.e., approval and award of the project's commission).

h. Throughout the selection process of any AIPP project, all recommendations from each preceding review committee are documented and presented for consideration to the next reviewing group. It is essential that an understanding of the development of the project from its inception be a part of the ongoing selection process and final decision by

the Mayor and Council. Each recommending body, however, functions independently, and, with its additional perspective, may positively or negatively respond to any or all recommendations presented for its consideration.

2. **LIMITED, INVITATIONAL COMPETITION:** In this process, a limited number of pre-selected artists (identified by the project's artist nomination committee or the CAC, with assistance from the Art Consultant) are selected through an interview process and invited to develop a proposal for a particular project. These artists are given an honorarium and all the necessary information, as in the "Full & Open Competition," as well as the opportunity to present a proposal to the committee. Steps "f" and "g", listed in the FULL & OPEN COMPETITION, remain the same for this competition.

Experience has proven that this particular process might be most appropriate for art projects calling for a collaboration between an artist and an architect, engineer or landscape architect.

3. **DIRECT INVITATION:** In this process, if there is a consensus that one artist is particularly well qualified for a project, he or she might be invited directly to submit a proposal, thereby bypassing the competition process. This process would be recommended only if the project committee, Arts Consultant (if relevant), staff, and the CAC concur and provide the needed consensus.

This process is rarely implemented, but does maintain flexibility for the AIPP program should an appropriate opportunity present itself.

For each of the selection processes outlined, the reviewing committee members have the opportunity to examine and discuss the merit of each proposal submitted by each artist.

The community representatives are especially encouraged to react to the different proposals and offer their particular experience as site users, and their own insight to the project. The AIPP

program encourages citizen input at any level of evaluation/recommendation throughout the selection process.

Many criteria and considerations enter into the final recommendation, and each process allows for flexibility in its implementation. Selection process elements, such as additional communication efforts to the community or additional reviews of certain proposals, can be added at any time during review of the project. Similarly, additional clarification might be requested from the artist. These and other needs will be handled with guidance of staff and the Art Consultant if assigned to the project in a manner to encourage fairness to all participating artists.

SITE ENHANCEMENTS for VISUAL ARTS PROJECTS

It is the objective of all AIPA and AIPP projects that the commission budget is all-inclusive, covering all expenses related to design, fabrication, installation, and site enhancements. Most often site enhancements are originally established/provided by working in conjunction with the site's developers, landscape architects or others involved with the location for the publicly accessible work of art. However, it is recognized that after a project is completed, or as time passes and artwork sites naturally change, further attention to an artwork's environment may be determined desirable. Therefore, any additional landscaping, lighting, or other treatment for an area surrounding the art will be recommended as needed by the CAC, staff, and an Art Consultant (if assigned), and can be funded through the AIPP. Projects will be examined on an individual basis. (Also see Maintenance/Refurbishment Section below.)

Note: Since the AIPP program is responsible for maintenance of the City's public art collection, flexibility for use of AIPP maintenance funds is important to ensure not only the condition of the work of art, but its immediate environment.

ACCESSION

ACCESSION: All works of art purchased, commissioned, or donated shall become the property of the City and a part of the City's Public Art Collection, to be administered by the Arts Division, Department of Recreation and Parks, in conjunction with the CAC. All the visual works of art in the collection shall be included in an inventory. This inventory will include at least:

- Artist name
- Title of the work
- Date of execution
- Location of artwork and year of installation
- Purchase price (except as to donated artworks)*
- A written description including content and context of the work (as described in the artist's proposal) and documentation produced at the time of commissioning
- Photographs of the work installed
- Dated record of the condition of work
- Artist's recommendations for maintenance and repairs
- Published material about the work

* A periodic appraisal of the value of artwork in the city for insurance and other purposes will be sought if deemed appropriate.

DEACCESSION

DEACCESSION: The removal of an individual work of art from the City of Rockville Public Art collection may only be made after careful consideration of the factors results in a deaccession recommendation by the Cultural Arts Commission that is approved by the Mayor and Council.

The Visual Artists Rights Act, effective June 1, 1991, offers the artist a new protection of his or her right of integrity and right of attribution and must be dealt with carefully in the contract.

It is the policy of the City of Rockville that works of art be recommended for removal and/or relocation only in unusual circumstances and only if reasonable cause has been established by one or more of the following:

- There is a safety hazard to the public in the artwork's present condition.
- The restoration of the work's structural or aesthetic integrity is technically not feasible, or the expense of restoring is disproportionate to the value of the work.
- The architectural support (building, wall, patio) is to be destroyed.
- The use of this particular public space may have changed, and/or the work may have lost its contextual meaning.

NOTE: Aesthetic/artistic concerns are not a basis for deaccession.

If after careful consideration a work must be moved and/or modified, the artist must be notified and given the opportunity to be involved.

If a work of art needs to be permanently removed or destroyed, it should be offered to the artist first. Plans for removal should prioritize actions that reflect integrity for the work and respect for the artist. In the event that the artist has no interest in the work, any potential monetary gain from salvage of the work will accrue to the City of Rockville. Any financial costs incurred to implement removal and/or disposal of the work of art will be funded by the AIPP program.

See Appendix #4 - **Visual Artists Rights Act**

MAINTENANCE/REFURBISHMENT

Funds for maintenance and refurbishment of AIPP artwork are paid from the AIPP Project within the CIP. All AIPP commissions within the program are inclusive of all applicable costs relating to the planning, construction, installation, and two-year warranty on the artwork. A strong element of the selection process will be consideration of the durability, life expectancy, and safety issues surrounding the artwork. After expiration of the guaranteed period in the initial contract agreement with the artist if it is deemed necessary to repair or conserve a City-owned

artwork, it will be the City's policy to contact the creating/designing artist first to provide the needed repair work.

As the City's collection grows larger and older, the percentage of the annual income needed to maintain and refurbish the artworks will increase. Without increases to the annual income as a whole, the funds available for new projects could decrease.

City staff and the Cultural Arts Commission shall conduct an inspection of all AIPP permanently installed works of art at least once every three years in order to assess the condition of each work, determine maintenance efforts needed to restore each work of art to its original condition as soon as possible.

PUBLIC OUTREACH

Rockville has succeeded in bringing to its citizens a new awareness of art and the art world. As the City enters the fourth phase of the Art In Public Places program under this master plan, these efforts must continue with a comprehensive, forward-looking public outreach policy as an important element in bringing the benefits and objectives of the AIPP program to every Rockville citizen.

The success of the AIPP program is dependent upon the support and participation of an informed community. The effort to inform the public and encourage citizen involvement has been a continuing one and is an essential element of the AIPP program.

Successful conventional methods of public education should continue to be employed to keep the AIPP arts program in the public awareness. These methods include but are not limited to: printed material such as an AIPP brochure, **Rockville Reports** articles (including the Focus on the Arts inserts), use of the City of Rockville website www.rockvillemd.gov, Rockville Cable Channel 11 and other media, as appropriate.

These traditional approaches, however, must be augmented by further public efforts to encourage participation and involvement of all citizens, especially those most affected by each new AIPP installation. Actions to promote awareness and participation may include: posting an identification sign at the actual artwork site after award of the commission and before installation; distributing fliers to homes in the immediate area of the future artwork; actively involving representatives of neighborhood/user groups; and any number of other actions determined to be potentially supportive to an individual project.

Effort also must be expended to promote general public awareness of the overall AIPP program. This would most simply be done through the sponsorship of special guidance activities surrounding an AIPP installation, which could take place in conjunction with special City events and be featured in area media. Involving the artists (along with their artwork) with the community is very beneficial. The more creatively the AIPP program can continue to involve AIPP artists with the community and highlight the accomplishments of the program, the broader the base of support it will obtain from all sectors of the community.

See APPENDIX #5 - Suggested Public Education Activities

AIPP TEMPORARY EXHIBITS

It is the objective of this master plan to provide for at least one annual temporary arts event for the Rockville community as well as to provide support and input into temporary exhibits during and after construction within Rockville Town Center.

The AIPP program has traditionally hosted an outdoor sculpture exhibit, "Sculpture on the Grounds," at the Rockville Civic Center Park. However, this temporary event is not restricted to this format and venue.

Presentation of a symposium, series of demonstrations, other temporary visual, performing, or literary art special events, and/or other arts-based concepts using a variety of locations are viable

ideas. With appropriate planning by the CAC and staff, a greater diversity of arts experiences may be provided for the Rockville community.

The offering for each fiscal year will be determined in time to meet budget review deadlines.

UNSOLICITED PROPOSALS FOR ART PROJECTS

Generally, the City of Rockville prefers not to accept unsolicited proposals for art projects. However, all such unsolicited proposals received by the City will be reviewed by staff and presented to the Cultural Arts Commission for consideration. The CAC will develop a recommendation on each proposal to be forwarded to the Mayor and Council. Each proposal shall be evaluated on its own merits.

DONATIONS OF WORKS OF ART

Any proposed donation of work(s) of art to Rockville will be reviewed by staff and presented to the CAC. Criteria for acceptance will include, but not be limited by, quality, site availability, safety, and maintenance concerns. Not all art may be found to be appropriate. Each proposal shall be evaluated on its own merits. The CAC will develop a recommendation on each proposal to be forwarded to the Mayor and Council.

It is recognized that although the City is not actively pursuing gifts of art, it welcomes the opportunity to enrich the quality of the environment through the addition of works of art.

If a value is to be placed on donated art for tax purposes, the responsibility for establishing said value is with the donor.

FINANCIAL DONATIONS

The City of Rockville welcomes any monetary donation made to the City of Rockville for the purpose of supporting the Art in Public Places program or for any other one-time only special arts project. All funds received from outside of City budgets will be handled through the Friends of the Arts account to ensure all monies are held and/or used only for the identified art project to which they were given. Donations are normally tax deductible. Donated funds will be appropriated and made available for use within the fiscal year per the established projects.

PUBLIC - PRIVATE PARTNERSHIP

It is the policy of the City to increase the quality and quantity of art in the city through fostering and facilitating new arts initiatives, arts partnerships, and collaborations, among arts organizations, and the private business sector. The objective is to integrate art and arts-related amenities and offerings through the creative use of public and private resources for the mutual benefit of the private investor and the public.

APPENDIX #1 SITE SELECTION - HISTORICAL DATA

The first and second AIPP Master Plans considered three types of sites for placement of artwork by the City. These included:

1. TOWN CENTER sites - those within the 435-acre boundary of the City's Planning Area 1; and CIVIC CENTER COMPLEX sites - those areas which impact on large focal points of the business and cultural communities within the city;
2. GATEWAY AND CORRIDOR sites - those which impact on transportation nodes and networks within the city;
3. NEIGHBORHOOD sites - those within our many diverse neighborhood parks, which are used primarily by city residents.

The Mayor and Council, upon approving the first master plan in 1986, agreed upon the following sites:

(Many of these sites have had artworks commissioned and placed as denoted by the asterisk.)

TOWN CENTER:

Rockville Pike South
* Courthouse Square Park/Town Center
* Civic Center Complex
(Also Site of Annual Temporary Exhibit)

GATEWAY AND CORRIDOR:

Rockville Pike North
Rockville Metro Station
Twinbrook Metro Station
Hungerford Drive
* Gude Drive
* Maryland Avenue Gateway
Veirs Mill Road Gateway
Norbeck Road Gateway
W. Montgomery Avenue at Falls Road
I-270 at Route 28
* I-270 at Falls Road (Orchard Ridge Park)

NEIGHBORHOOD:

* Broome Athletic Park
Calvin Park
College Gardens Park
David Scull Park
Dawson Farm Park
* Dogwood Park
* Elwood Smith Recreation Center & Park
* Lincoln Park Community Center
Lone Oak Park
Mannakee Street Circle
Maryvale Park
* Montrose Community Center and Park
Multipurpose Lake at Tower Oaks
* Potomac Woods Park
* Rockcrest Ballet Center and Park
* Rockville Municipal Swim Center
* Rockville Senior Center
* Twinbrook Recreation Center and Park
* Veterans Park
* Welsh Park
* Woodley Gardens Park

APPENDIX #2

AIPP PROJECTS COMPLETED PRIOR TO THE FIRST MASTER PLAN

Prior to the first Master Plan, artwork was placed at the following locations under AIPP and AIPA funding. These sites include:

Civic Center Park - "Untitled," by William Calfee, in 1981

Metropolitan Federal Savings and Loan Building, North Washington St. - "Timeless Clock," by Gerardo Gomez-Moreno, in 1981

F. Scott Fitzgerald Theatre Lobby:

"Stele VI," by Robert Sanabria, in 1981

"Coronation Series I & II," by Hilda Thorpe, in 1981

"Salangadou," by Sirpa Yarmolinsky, in 1981

"Four Piece Construction/Variations of a Triangle," by Ardyth Davis, in 1982

Rockville City Hall Atrium - "Memorial Day Parade," by William Woodward, in 1983

Rockville Municipal Swim Center - "Untitled," by Judith Inglese, in 1983

Horizon Hill Park - "In Line," by Nancy Frankel, in 1983

Woottons Mill Park - "Family III," by Dan Murray, in 1983

North Farm Park - "Agio," by Steve Bickley, in 1983

Rockmead Park - "Eleven Triangles," by Agnes Brodie, in 1983

James Monroe Park - "Untitled," by John Ferguson, in 1983

APPENDIX #3 PROJECTS COMPLETED UNDER THE AIPP MASTER PLANS

First AIPP Master Plan 1986-1992 Projects

Montrose Community Center and Park ("Gateway II," by Richard Lew, 1988)
Monument Park ("Rockville," by Nizette Brennan, 1988)
Lincoln Park Community Center ("Lincoln Park Community Center Group,"
by Judy Byron, 1989)
Gude Drive at Piccard Drive ("Gude's Arbor," by Barry Tinsley, 1990)
Wootton Parkway at Falls Road (Orchard Ridge Park) ("Beacon," by Tom Ashcraft, 1990)
Broome Athletic Park ("Map of Rockville," by Steven Weitzman, 1990)
Dogwood Park ("Ballgame," by Mame Cohalan, 1991)
Rockville Municipal Swim Center ("Let it Go," by Julio Teich, 1991)
Welsh Park ("On Site" by Gabriele Schmidt-Heins, 1991)
Woodley Gardens Park ("Growing Tall," by Mile Jevtic, 1991)
Potomac Woods Park ("Draco," by Richard Lew, 1992)
Rockcrest Ballet Center and Park ("Naiad's Pool," by Paul Daniel, 1992)

Second AIPP Master Plan 1993-1998 Projects

Elwood Smith Recreation Center and Park ("Mosnaic" by Deirdre Saunder, 1994)
Courthouse Square Park ("Spirit of Rockville," by Dan Davidson, 1996)

Third AIPP Master Plan 1999-2004

Rockville Senior Center ("Every Person Has a Song to Sing", by Judith Inglese, 1999)
Twinbrook Recreation Center and Park ("Taking Flight" by Marcia Billig, 1999)
F. Scott Fitzgerald Theatre Lobby ("Starstruck" by Mary Ann Mears, 1999)
Dawson Farm Park ("American Holly Bench & Flowering Dogwood Bench"
by Rodney Carroll, 2001 commission, 2004 installation /delay in park construction)
Croydon Creek Nature Center ("Gaea's Corner" by Deirdre Saunder, 2001)
Lincoln Park Community Center ("Reach for the Stars" by Deirdre Saunder, 2001)
King Farm Park ("IN-2-NRG" by Robert T. Cole, 2001)
The Village Green at Fallsgrove ("Color Play" by Stephen Canneto, 2002)
Mary Trumbo Park ("Flow of Life" Deirdre Sander, 2003)

Visual Artists Rights Act

December 1, 1990, marked the end of a six-year legal struggle when the U.S. Congress enacted a "moral rights" law granting artists the rights of attribution and integrity. An amendment to the U.S. copyright laws, this legislation becomes effective June 1, 1991. Although this law has been watered down since its introduction in 1984, it will provide vast benefits to all U.S. artists, bringing the United States a step closer to over 70 countries already providing their artists with significant artistic protection.

Works Covered: The legislation limits the scope of works covered to "works of visual art." The specific definition of a "work of visual art" is a painting, drawing, print, photographic image produced for exhibition purposes only or sculpture, existing in a single copy or in a limited edition of 200 copies or less. Any limited-edition copies must be signed and consecutively numbered by the artist. The term "print" includes, but is not limited to, lithographs, serigraphs and etchings. Multiple sculpture, in quantities of 200 or fewer, that are cast, carved or fabricated must be consecutively numbered by the artist and bear a signature or other identifying mark to be protected under the Visual Artists Rights Act.

Works Excluded: The legislation specifically excludes any works made for hire, any poster, map, globe, chart, technical drawing, diagram, model, applied art, motion picture or other audiovisual work, book, magazine, newspaper, periodical, database, electronic information service or similar publication. Also excluded are any merchandising items or advertising, promotional, covering or packaging materials.

Right of Attribution: The right of attribution enables an artist to claim or deny authorship of a "work of visual art." The artist also has the right to prevent the use of his/her name as the author of the work in the event of a distortion, mutilation or other modification of the work that would be "prejudicial to the artist's honor or reputation." The term "prejudicial to the artist's honor or reputation" was not defined by Congress and therefore will be left to the

courts to determine on a case-by-case basis. **Right of Integrity:** The right of integrity enables an artist to prevent the intentional distortion, mutilation or other modification of a work that is harmful to the artist's honor or reputation. An artist also has the right to prevent the destruction of a work of "recognized stature" by an intentional act or an act of gross negligence. The term "recognized stature" was not defined by Congress and will also be left to the courts to determine on a case-by-case basis.

One exception to an artist's right of integrity includes the modification of a work due to the passage of time or inherent nature of the materials. Also excluded are modifications resulting from conservation efforts or public presentation, including the lighting and placement, of a work. For example, if a sculpture that was created as an indoor piece is later placed outdoors and thereby deteriorates, the artist may have no remedy under the new contract between the buyer and artist specifically states the work must be displayed indoors. The same would also be true for site-specific pieces.

Works as Part of a Building: If a work of visual art has been incorporated in or made part of a building, murals for example, in such a way that removing the work from the building will cause the destruction, distortion, mutilation or other modification of the work, the artist's right of integrity applies to prevent the destruction unless the artist has consented to the installation before June 1, 1991, or the artist signs a written waiver on or after June 1, 1991.

If a work of visual art that is part of a building can be removed from the building without intentionally destroying, distorting or otherwise modifying it, and the building owner wishes to do so, the artist's right of integrity to protect it still applies. There are two exceptions: 1) if the owner made a diligent, good-faith attempt without success to notify the artist of the intended action by registered mail at the artist's most recent address as recorded with the U.S. Copyright Office, or 2) if the building owner provided such written notice but the artist failed to remove the work or to pay for the removal of the work. If the work is removed at the expense of the artist, then the title of that work will revert back to the artist. In order to facilitate obtaining addresses of artists whose work has been incorporated in a building, the U.S. Copyright Office is creating a recording system specifically for this purpose.

Ownership of Moral Rights: Only the artist or his/her heirs may exercise an artist's right of attribution or integrity regardless of who owns the copyright or property right of the work of art. In the case where the work is a joint product of more than one artist, then all the artists own the moral rights. It should also be noted that although the moral rights law is an amendment to the copyright law, the two rights are completely different. By selling a copyright, or even the art itself, the artist does not necessarily waive his/her

moral rights. These are all separate rights that are negotiable in each contract.

All artists' works will be covered under this new law unless the works were created and title transferred before June 1, 1991.

Duration of Moral Rights: The artist's rights of attribution and integrity will endure for the life of the artist. For joint artists, the rights will endure for the life of the last surviving artist. In both cases, the rights will survive with the artist's heirs through December 31 of the year in which the artist dies.

Transfer and Waiver: An artist's moral rights may not be transferred. However, the rights may be waived if the waiver is in a written document and signed by the artist. The document must specifically identify the work and the use of that particular work in order for the waiver to be effective. One artist involved in a collaborative work can waive the rights for all the others without their consent.

State Law Preemption: In order to create a minimum uniformity of artist's moral rights from state to state, this federal law preempts and nullifies all state laws providing equivalent artist's rights on or after June 1, 1991. Only a few provisions from various state laws will survive this preemption. One important preemption exception allows each state to extend the duration of this federal law beyond the life of the artist. Also, California's resale royalty provision will not be preempted.

Studies: Congress has ordered the U.S. Copyright Office to conduct two studies: one on the extent of artists who waive their moral rights, and a second on the feasibility of implementing a resale royalty right.

Remedies: Although the remedies for a moral rights infringement are similar to those for a copyright infringement, there are several important differences in procedure. An artist need not necessarily register his/her work with the Copyright Office prior to filing an injunction or an infringement damages suit in federal court. An artist may also be awarded attorney's fees for successful suits. Criminal penalties are not available for moral rights suits, as they are for copyright infringements. However, as in copyright suits, the fair-use doctrine may be used as a defense by violators. In all cases, it is highly recommended artists register their copyright immediately because the burden of proof placed on the artist diminishes and the amount of monetary damages could increase if registration occurred prior to an infringement. Effective January 3, 1991, the copyright registration fee increased to \$20.

While this new moral rights law affords artists many statutory rights long awaited, artists should understand that they can always impose even broader rights through contracts with buyers. The only problem is that these contractual obligations do not necessarily carry on to resale buyers.

Nina Ozlu is an attorney and the deputy director of the International Sculpture Center.

APPENDIX #5 SUGGESTED PUBLIC EDUCATION ACTIVITIES

ART IN PUBLIC PLACES - PUBLIC EDUCATION SUGGESTIONS

Activities surrounding a new installation:

- Post sign on site of future work.
- Deliver announcements to homes in vicinity.
- Display and publicize display of proposed project models.
- Entertain requests for artwork from civic associations.
- Encourage/invite attendance at selection process meetings.
- Cable TV 53:
 - Interview selected artist;
 - Interview Artist Nomination Committee members; and
 - Present model for viewing.

Celebrating the artists:

- Incorporate celebration of the art and artists into Rockville Day or Hometown Holidays via exhibits that include photos of artists' work, both in and outside of Rockville, and information on the artist (background, education, etc.).
- Invite artists to receptions recognizing new works/artists.
- Broadcast and publish news on the artist's achievements.
- Begin collecting history on each artist.
- Hold an exhibit of works by artists who have received commissions from the City.

Involving artists in Rockville life:

- TV interviews with artists.
- TV visits to artists' studios.
- Presentations/talks in Rockville schools by artists.
- Use artists as judges in City, Rockville Arts Place, and Rockville Art League juried shows.

Outreach:

- Announce activities involving artist in "public art" in other communities in the metropolitan area through local print and broadcast media.
- Develop a library on public art.
- Include promotional material (arts brochures and calendar of events) in new resident package.
- Offer exhibits by established artists.

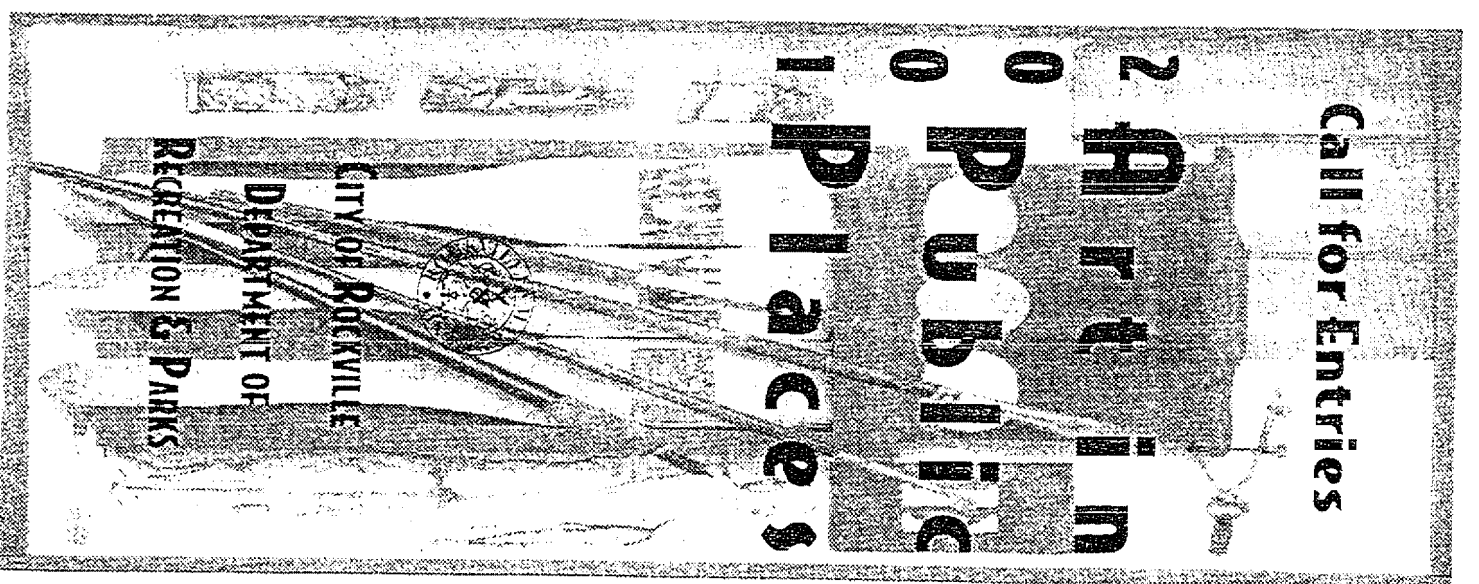
Selection Process

The selection process to nominate an artist for this project will be carried out by a committee composed of neighborhood or facility users representatives, the Rockville Cultural Arts Commission, the project's architect, and outside art professionals. The selection of approximately three finalists per site is anticipated.

Each finalist will receive an all-inclusive honorarium of \$500 to develop a proposal including a schematic model, drawings, a detailed budget, and a presentation to the committee. The committee will review all proposals/presentations and make a recommendation of one artist per site.

Then, the Cultural Arts Commission will review all proposals along with the recommendations of the artist nomination committee and develop an independent recommendation. All proposals and recommendations will be presented to the Mayor and Council for review. The selection of an artist's design proposal is wholly the discretion of the Mayor and Council. The City reserves the right to accept or reject any or all of the proposals for any reason or no reason and is under no obligation to commission a work of art from any submitted proposal.

For more information, call Betty Wisda, Arts Programs Supervisor, at 301-309-3357.



City of Rockville 2001 Art in Public Places Call for Entries

The City of Rockville invites artists to submit applications for a commission to create public works of art for the Lincoln Park Community Center, King Farm Park, and the Croydon Creek Nature Center. Since 1978, the City has commissioned 30 site-specific works of art to enhance a variety of City facilities, parks, and buildings under its Art in Public Places (AIPP) program. It is with pride that Rockville continues its commitment to the arts as an important reflection of the diversity and vitality of the city.

Sites

Lincoln Park Community Center

The Lincoln Park community is rich in history and tradition. The residents of this multicultural neighborhood are encouraged to use the recently renovated community center for activities. This center includes a learning center, daycare center, game room, gym, and fitness room. It is open to all ages and invites participants to develop their minds and bodies. The center promotes thinking and interacting with other participants while relaxing and having fun.

The new foyer has been recommended as a welcoming site for a work of art. The artwork could possibly be a wall, ceiling, or combination treatment. The foyer, which is 16 feet by 21 feet, has a 13-foot ceiling that is designed to support 500 pounds. The foyer has floor to ceiling glass on the front, one large plain wall, and a vinyl composite, light-green tile floor. The budget for this site is \$10,000.

King Farm Park

The King Farm development is a traditional neighborhood. The mix of residential, office, and retail uses will permit citizens to enjoy a relaxed lifestyle with the ability to live and work within the community. Residents enjoy recreation in the form of neighborhood parks, bike trails, and a community building equipped with pools, exercise rooms, and space for community meetings.

King Farm Park is a 17-acre site, which will include such amenities as playgrounds, basketball courts, tennis courts, a playground, pathways, a wooded area, and landscaping. Part of the park is a proposed future site for an elementary school.

The budget for this site is \$20,000. In addition, King Farm Associates will provide the foundation for the work, but the cost is not to exceed \$3,500.

Croydon Creek Nature Center

The Croydon Creek Nature Center will serve as an environmental education center as well as a trailhead facility. It will host displays and information on issues pertaining to nature in the urban setting, and workshops, lectures, and classes will be taught to people of all ages at the site.

The theme for the work of art is nature. It is recommended that the large curved wall in the main corridor of the center be the site. The drywall wall is 40 feet wide by 10 feet high with a two-foot-wide band on the floor.

The budget for this site is \$15,000.

Budget Information

The all-inclusive budget for each site must cover the design work, engineering, fabrication, transportation, delivery, site preparation, and installation of the work of art, as well as other associated expenses including liability insurance, worker's compensation insurance, all necessary travel, and artist's fee. The artist is responsible for all coordination of the project.

Eligibility

Artists must be experienced in working with appropriate materials that are durable and easy to maintain in the setting of the project. Previous experience with site-specific public art projects is preferred.

Submission Requirements

To determine finalists, the artist nomination committee will review artist's qualifications. Please provide the following for review:

Up to 12 standard 35 mm slides of previous works appropriate to the project. All slides must be numbered and identified with the artist's names and the title of work.

An annotated slide list including the title of work, medium, date, dimensions, and project budget.

A current resume as well as information pertaining to previously completed projects highlighting site-specific commissions and public art commissions.

Mail the application materials to: 2001 Art in Public Places Projects, Glenview Mansion, Rockville Civic Center Park, 603 Edmonston Dr., Rockville MD 20851.

Applications must be postmarked by Friday, Feb. 2, 2001.

Competition Calendar

Feb. 2 -- Application Deadline (postmark)

Week of Feb. 12 -- Review of applications / selection of finalists

Week of Feb. 20 -- Site visits by finalists

Week of April 2 -- Finalists present proposals to artist nomination committee

April 11 -- Review of proposals by Cultural Arts Commission

End of April -- Mayor and Council presentation

CITY OF ROCKVILLE CONTRACT FOR ARTIST SERVICES
FOR CONSTRUCTION OF ARTWORK TO BE LOCATED AT THE

THIS AGREEMENT, entered into this ____ day of _____, 2004, by and between the MAYOR AND COUNCIL OF ROCKVILLE, a municipal corporation of the State of Maryland (hereinafter referred to as the "City"), 111 Maryland Avenue, Rockville, Maryland, and _____ (hereinafter referred to as "Artist").

WITNESSETH:

WHEREAS, the City's Art in Public Places Program as set forth in the Capital Improvements Program of the City of Rockville, requires the setting aside of certain funds for the purchase of artworks in or at public buildings, and authorizes the City Manager to select artists, works of art and suitable sites for the place of the works of art; and

WHEREAS, the City's Capital Budget Funds have been allocated for the selection, purchase and placement of artwork to be located at _____, hereinafter referred to as the "project"; and

WHEREAS, the Artist was selected by the City Manager and approved by the Mayor and Council through procedures duly adopted by the City; and

WHEREAS, the Artist is able and desirous of performing such services.

NOW, THEREFORE, the parties hereto do mutually agree as follows:

1. SCOPE OF SERVICES. The Artist agrees to complete a final design and specifications for complete a piece of art in accordance with the previously approved concept design furnished to the City which is attached hereto as Exhibit "A."

2. PERFORMANCE OF SERVICES. The services of the Artist will begin upon receipt of written notice to proceed with design phase by the City Manager or his designated representative and shall proceed to completion.

3. TIME FOR PERFORMANCE. The work shall be completed on or before December 31, 2002.

4. COMPENSATION. The Artist shall receive compensation in the amount of _____ Dollars (\$ _____) to be paid as follows:

(a) _____ Dollars (\$ _____) upon execution of this Agreement.

(b) _____ Dollars (\$ _____) upon the purchase of construction materials, hiring of laborers and rental of equipment for the fabrication.

(c) _____ Dollars (\$ _____) upon the purchase of construction materials, hiring of laborers and rental of equipment for the installation.

(d) _____ Dollars (\$ _____) upon completion, installation and acceptance of the artwork by the City.

5. COPYRIGHT. Except as provided herein, the Artist retains all reproduction rights under the Copyright Act of 1976, 17 U.S.C., Sections 101, et seq. Since it is the intention of the parties that the artwork shall be unique, the Artist hereby agrees not to make an exact duplicate or three dimensional reproduction of the final artwork or permit others to do so except by written permission of the City. The Artist hereby grants to the City and its assigns an irrevocable license to make photographs, drawings, and other two dimensional reproductions of the artwork without prior consent of the Artist, including but not limited to reproductions used in advertising,

brochures, media publicity, noncommercial reproductions, in the City's portfolio of public art, catalogues or other similar publications, provided that these rights are exercised in a reasonable manner.

6. GUARANTEE. The Artist does hereby guarantee that said work shall be free from any and all defects of any kind and nature in material or workmanship, and the Artist shall provide the necessary materials and labor for, and shall bear any expenses in connection with repair of such defects of which the artist is given written notice by the City within two years from the date of completion. The Artist will not be responsible for damage resulting from fire, vandalism or acts of God.

7. ORIGINAL WORK. The Artist warrants that this work designed for purchase under this Agreement is a unique or original project of the Artist's creative efforts; that it is an edition of one, unless otherwise stated; and that it has not been nor will be accepted for sale or installed elsewhere.

8. LIABILITY. The Artist shall save and hold harmless the City and its agents with respect to any damages which may be alleged to have arisen from any acts or omissions alleged to have been done in the performance of this contract, and further waives any rights against the City for any and all injuries or damages alleged to have arisen during the term of this Agreement.

9. INSURANCE. The Artist, at the time the work is installed on site until completion thereof at the Artist's sole cost and expense, shall obtain, furnish and maintain in full force and effect a liability insurance policy to protect the City against any and all claims for personal and property injury, including death arising from the work, in the amount of Five Hundred Thousand Dollars (\$500,000.00) per occurrence. The insurance policy shall remain in effect until one year

after said work of art is accepted by the City and shall have the Mayor and Council of Rockville as named insured. A certified certificate of insurance shall be provided to the City verifying required insurance coverage.

10. COMPLIANCE WITH LAWS. The Artist shall comply with all applicable laws, ordinances, and codes of the State of Maryland and the City of Rockville.

11. SUBCONTRACTING. If any part of the construction or installation is to be done through the use of subcontractors, the City must first approve the use of any such subcontractor in writing. The City shall not unreasonably withhold the approval of any qualified subcontractor.

12. CHANGES. All changes to this Agreement shall require a written agreement signed by all parties prior to any change.

13. TERMINATION. The City may, by written notice to the Artist, terminate this Agreement in whole or in part at any time, either for the City's convenience or because of the failure of the Artist to fulfill his contractual obligations.

If termination is for the convenience of the City, the Artist shall be entitled to the full _____ less an amount equal to expenses anticipated to be incurred by the Artist at the time of execution of this contract but not yet incurred at the time of such termination per attached budget.

If termination of the Agreement is due to the failure of the Artist to fulfill the Artist's contract obligations, the Artist shall remit to the City a sum equal to all payments (if any) made pursuant to this contract prior to termination.

If the Artist terminates this Agreement due to death or an incapacity which prevents the Artist from completing the project, all materials purchased for the project or installed on site

shall be the property of the City. The Artist shall provide the City with comprehensive models and plans which will enable the City to complete the project. The Artist shall not be entitled to further compensation and shall not be required to refund to the City funds previously paid to the Artist.

14. REMOVAL OR DISASSEMBLAGE. The Artist understands that the Art is owned by the City. As such, at some time in the future, the City may move the artwork to another location or disassemble it. If that happens, the City assumes full responsibility for the moving and reserves the right to reinstall the artwork at a different site, or to dispose of the artwork as the City deems appropriate. Such a determination is the sole right of the City. However, the City will attempt to contact the Artist to obtain the Artist's views regarding relocation or disposition of the artwork.

15. DISPUTES. This Agreement is governed by the laws of the State of Maryland and all actions shall be brought in an applicable court in Montgomery County, Maryland.

16. ENTIRE AGREEMENT. This Agreement contains the entire offer and agreement between the parties hereto, and they shall not be bound by any terms, conditions, statements, warranties or representations, oral or written, not herein contained.

ATTEST:

THE MAYOR AND COUNCIL OF ROCKVILLE

City Clerk
WITNESS:

By: _____
City Manager

APPROVED AS TO FORM AND LEGALITY:

Artist

Assistant City Attorney

APPENDIX # 8 City of Rockville Art Acquisition Program

CITY OF ROCKVILLE ART ACQUISITION PROGRAM 1989-1992

PURPOSE: In 1989 the Arts Acquisition Program was initiated for the purpose of purchasing/commission artwork to be displayed within City of Rockville facilities. This program was conceived as an adjunct of and an enhancement to the Art in Public Places Program (AIPP) that prioritized outdoor sites located along roadways, in neighborhood parks, and other public spaces within Rockville.

ADMINISTRATION: As with the AIPP program, this was administered by the Arts Division of the Department of Recreation and Parks and the Cultural Arts Commission in consultation with the City's Art Consultant at that time.

FUNDING: The Art Acquisition Program was funded through its own separate budget within the operating budget overseen by the Arts Division. The Mayor and Council approved the funding consisting of a representative of the City/facility of the project site, the Visual Arts Chairperson of the Cultural Arts Commission, and level for this program annually.

SITES: The Art Acquisition Program was limited to interiors of City of Rockville Facilities. Note: All projects implemented through this program were installed at Rockville City Hall.

SITE SELECTION: Project sites were selected on an annual basis from recommendations developed by the Cultural Arts Commission and the City's Art Consultant at that time. Approval from the Mayor and Council on the site selection was obtained prior to issuing a "Call for Entry" for commissioned artwork(s), and/or pursuing any selected purchase(s) by an Art Acquisition committee.

SELECTION PROCESS: Although there was no rigid structure, in most cases site objectives were determined by an Art Acquisition Committee composed of at least a three-member jury an outside expert, working in collaboration with the City's Art Consultant. For the three years of the program, a representative of the Mayor and Council served on the committee.

Although the selection process implemented for the Art Acquisition Program varied, depending on the specific site and objectives of the project, any process implemented involved:

- A site visit by the jury to determine the scope and criteria of the project.
- A review of potential artists and their artwork.
- A review of proposed/potential site-specific artwork(s) and development of a project recommendation to forward to the Cultural Arts Commission.
- The CAC developed its own recommendation to the project.
- Both recommendations were forward to the Mayor and Council for final approval and award of the commission.

- As with the AIPP program, the process ideally included input from citizens and users of the site.

COMPLETED ART ACQUISITION PROGRAM 1989 - 1992 PROJECTS:

1989, *Images of Rockville Series* by Connie Ward Woolard,
Mayor and Council Chambers, Rockville City Hall.
Media acrylics on rag paper.
Series consists of three paintings.
Budget = \$5,000.

1990, *Art Quilts of the Spirit of Rockville* by Sue Pierce, Mayor
Mayor and Council Chambers, Rockville City Hall
Media - fiber.
Series consists of three framed wall quilts.
Budget = \$5,000

1991, *People of Rockville* by Maureen Melville
Boards and Commissions Room, Rockville City Hall
Media - fused stained glass.
Frieze consists of 56 tiles.
Budget \$5,000

1992 *Rockville Employees at Work* by Earl Dotter
City Manager's Conference Room, Rockville City Hall
Media - black and white photography.
Series consists of 10 works.
Budget \$5,000